

## **Appendix C – Ahnapee Trail Lease Agreement for Inclusion of the Kewaunee River Section of the Trail**



Document Number

## LEASE

THIS LEASE AMENDMENT is effective this 1st day of November 2003, by and between the Wisconsin Department of Natural Resources, herein after referred to as LESSOR, and the County of Kewaunee, herein after referred to as LESSEE; and

WHEREAS, the Lessor and the Lessee wish to provide adequate opportunity for public use of the Ahnapee Trail; and

WHEREAS, it is the policy of the Lessor to cooperate with local units of government in providing recreation trail opportunities to the citizens of the State; and

WHEREAS, land recently acquired by the Lessor in the County of Kewaunee, known as the Ahnapee Trail, provides an opportunity for recreational trail users; and

WHEREAS, the Department may enter into this lease pursuant to 23.09(2), Stats., and section NR 1.48, Wisconsin Administrative Code.

NOW THEREFORE, for and in consideration of One Dollar (\$1.00) and the covenants herein set forth, the LESSOR AND LESSEE amend an unrecorded lease dated November 1, 1994 and a lease amendment dated November 1, 1996, to include the following described property in the County of Kewaunee for the purpose of developing, operating, maintaining, and repairing a public recreation trail. The property shall become a part of the Kewaunee County Park system and shall be known as the "Ahnapee Trail".

RECEIVED FOR RECORD  
06/25/2004 12:31:53 PM  
MARILYN G. MUELLER  
REGISTER OF DEEDS, KEWAUNEE COUNTY WISCONSIN

RECEIPT# 15724, STATION  
\$15.00 RECORDED DOCUMENT

## Recording Area

## Return:

Department of Natural Resources  
Facilities and Lands  
PO Box 10448  
Green Bay, Wisconsin 54307

I. PREMISES

All that portion of the Wisconsin Central Ltd.'s Kewaunee, Wisconsin Branch Line right of way and property between Railroad Mile Post 18.9 to 35.6, now discontinued, varying in width on each side of the Wisconsin Central Ltd.'s Main Track centerline, as formerly located upon, over and across the following described real estate in Kewaunee County, Wisconsin as follows:

T24N, R23E, Town of Luxemburg, Kewaunee County, Wisconsin

Sections 21, 22, 15, 14, 23, 24 and 25; Also

T24N, R24E, Town of Casco, Kewaunee County, Wisconsin

Sections 30, 31, 32, 29, 28, 33 and 34; Also

T23N, R24E, Town of West Kewaunee, Kewaunee County, Wisconsin

Sections 3, 10, 11, 14; 13 and 12; Also

T23N, R25E, Town of Pierce, Kewaunee County, Wisconsin

Section 07: The NW1/4 SW1/4; the SW1/4 SW1/4; the SE1/4 SW1/4

Section 18: The N1/2 of the NW1/4; the N1/2 of the NE1/4; the SE1/4 NE1/4; the SE1/4 NW1/4; the NE1/4 SW1/4; the W1/2 of the SE1/4; and that part SE1/4 SE1/4 LESS AND EXCEPT that portion in the SE1/4 SE1/4 of said section 18 lying easterly of the easterly line of W. Water Street at Kewaunee as per the recorded plat thereof.

This conveyance includes all trestles, bridges and culverts installed on, in or attached to the Property.

The above property is subject to **RESERVATIONS** of the Wisconsin Central Ltd. as follows:

Grantor reserves for itself, its successors and assigns its remaining trackage and an exclusive easement for its right-of-way over and across the land on which remaining trackage is now located on the Property, with the right to use, operate over and maintain the tracks together with all reasonable right of access across the Property herein conveyed in order to repair and maintain said tracks and to remove the tracks and appurtenances at its sole discretion for so long as required for railroad purposes. It is understood that until use of the trackage is abandoned by Grantor, Grantor shall assume all cost, risk and expense in the maintenance of said trackage and shall indemnify and hold Grantee harmless from and against all claims, demands, or suits arising out of Grantors use of said trackage, including, but not limited to injury or deaths, for so long as said trackage shall be used by Grantor.

Grantee covenants and agrees with Grantor, its successors and assigns that Grantee, its successors and assigns will not occupy, use or construct, install or place or permit the construction, installation or placement of any structure or facility (including trail facilities) on, under or across the premises covered by the reserved easement without written consent from Grantor, its successors or assigns, and will not use or permit the use of any of its property in a manner which may interfere with the use of the said reserved easement. This covenant shall run with the land and be binding upon the Grantee, its successors and assigns for so long as required for railroad purposes. Without limiting the generality of the foregoing, Grantee, its successors and assigns agree that it will not interfere with the drainage of the property covered by the reserved easement. **END OF RESERVATIONS.**

- I. Conveyance of this Lease is subject to future restoration and reconstruction of the right of way for rail purposes consistent with Section 208 of the National Trails Systems Act of 1983, Publ. L. No.98-11 (16 U.S.C. 1247(d)) and subject to reservations, exceptions and easements, leases, agreements and permits authorized by the former railroad company or the DEPARTMENT prior to the execution of this easement.
- II. This Lease shall be nonexclusive, and the LESSOR retains the right to sell, lease or convey easements to one or more person(s), company(s) or entity(s); provided that any such subsequent use, lease or conveyance does not interfere with the rights granted hereunder
- V. All other conditions of said Lease remain the same.



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IN WITNESS WHEREOF, the parties have signed this amendment this 6<sup>TH</sup> day of MAY 9 2007.

KEWAUNEE COUNTY

STATE OF WISCONSIN  
DEPARTMENT OF NATURAL RESOURCES

Linda J. Teske

By: Linda Teske  
County Clerk

Richard E. Steffes

By: Richard E. Steffes  
Natural Resources Real Estate Director

Gerald Novickis

By: Gerald Novickis  
Chairman, Kewaunee County Board

STATE OF WISCONSIN )

)ss

COUNTY OF DANE )

Personally came before me this 6<sup>TH</sup> day of MAY 9 2007, the above-named Richard E. Steffes of the Wisconsin Department of Natural Resources, to me known to be the person who executed the foregoing instrument and acknowledged the same in the capacity therein stated and for the purpose therein contained.

Karl E. Hansen

KARL E. HANSEN  
Notary Public, State of Wisconsin

My Commission expires 11/21/04

STATE OF WISCONSIN )

)ss

COUNTY OF KEWAUNEE )

Personally came before me this 16th day of December 2003, the above-named Linda Teske and Gerald Novickis, to me known to be the Clerk and Chairman, Kewaunee County and in said capacity, executed the foregoing instrument and acknowledged the same.

Beverly A. Dolski

Notary Public, State of Wisconsin

My Commission expires 2-11-07

This instrument was drafted by  
the Department of Natural Resources



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## LEASE

THIS LEASE is effective this 1st day of November 1994, by and between the Wisconsin Department of Natural Resources, herein after referred to as LESSOR, and the County of Kewaunee, herein after referred to as LESSEE; and

WHEREAS, the Lessor and the Lessee wish to provide adequate opportunity for public use of the Ahnapee State Trail; and

WHEREAS, it is the policy of the Lessor to cooperate with local units of government in providing recreation trail opportunities to the citizens of the State; and

WHEREAS, land now owned by the Lessor in the County of Kewaunee, known as the Ahnapee State Trail, provides an opportunity for recreational trail users; and

WHEREAS, the Department may enter into this lease pursuant to 23.09(2), Stats., and section NR 1.48, Wisconsin Administrative Code.

NOW THEREFORE, for and in consideration of One Dollar (\$1.00) and the covenants herein set forth, the Lessor leases unto the Lessee the following described property in the County of Kewaunee, Wisconsin for the purpose of developing, operating, maintaining, and repairing a public recreation trail. The property shall become a part of the Kewaunee County Park system and shall be known as the 'Ahnapee Trail'.

### I. PREMISES

A strip of land or parcels of land being the bed, corridor or other ownerships of the former Ahnapee & Western Railroad Company over and through the following described property:

#### T25N, R25E, Kewaunee County, Wisconsin

- |             |  |
|-------------|--|
| Section 4:  | the SWNW, NWSW, and SWSW through said section.                         |
| Section 5:  | the fractional NENE, and SENE through said section.                    |
| Section 9:  | the NWNW, SWNW, NESW, NWSW, SESW, and SWSW through said section.       |
| Section 16: | the NWNE, SWNE, NENW, SENW, NWSE, SESE, and SWSE through said section. |
| Section 21: | the NENE, and SENE through said section.                               |
| Section 22: | the SWNW and NWSW through said section.                                |

The general location of said Ahnapee State Trail is shown on Exhibit "A" attached hereto and made a part hereof.

### II. TERM AND TERMINATION

- A. The Lessor shall lease the Ahnapee Trail property to the Lessee for a period of 10 years with an option to renew under the same terms and conditions upon mutual agreement of the Lessor and the Lessee. This lease shall commence on November 1, 1994, and shall terminate on November 1, 2004.
- B. 1. Lessee. The Lessee may terminate this lease by providing ninety (90) days written notice of said termination. The Lessee will assume compliance responsibility for any grants accepted by the Lessee for trail development or maintenance and satisfy those responsibilities to the satisfaction of the grantors.
- B. 2. Lessor. The Lessor may terminate this lease in the event that:
- a. The Lessee has breached any term or condition in the lease and said breach remains uncorrected for a period of sixty (60) days from receipt of the Lessor's written notification of said breach by the Lessee.

Reserved For Recording Data

Return:

- b. The Lessor determines that the continued use of the premises as a recreational trail would be inconsistent with the management needs or objectives of the Lessor or the State of Wisconsin. In exercising its termination rights under this provision, the Lessor shall give the Lessee 180 days notice of termination and reimburse the Lessee for developed improvements on the remaining useful life values of the improvements, subject to the availability of future appropriations.
- c. Lessor represents that it has made reasonable inquiry and has no reason to believe that hazardous waste, noxious waste, or any other condition of the land subject to this lease exists that would inhibit the ability of Lessee to possess and improve the property as contemplated by this lease. If, however, such prohibitive conditions are discovered, either Lessor shall take all steps reasonably necessary to remove such conditions or the intent of this lease agreement being frustrated, the lease shall terminate.

### III. LESSEE'S USAGE

- A. The Lessee may develop, operate, maintain and repair the trail for public use including parking and support facilities for snowmobilers, hikers, bikers, equestrians and other compatible users as determined by the Master Planning process. The Lessee may also develop sanitary and picnic facilities. The Lessee may regulate, in a fashion that is not inconsistent with the Lessor's guidelines, including discharge of firearms. On those portions of the trail used by snowmobilers, hard surfaces such as asphalt and concrete will not be allowed. A limestone screened base or suitable alternative is permissible.
- B. Except as provided herein, the Lessee in connection with this lease shall open the facilities to the general public subject to reasonable rules and regulations, fees, charges as the Lessee deems necessary for the management and operation of the trail.
  - a. Pursuant to NR 45.04,(1)(a) Wisconsin Administrative Code, the Lessor retains management, supervision, and control over the Premises for the purpose of enforcing Chapter 45, Wisconsin Administrative Code, when needed to protect the Premises. Daily routine enforcement remains the responsibility of Counties.
  - b. Admission fees, if any, charged by the Lessee shall not exceed those established in s. 27.01, Stats. Fees shall be subject to written approval by the Lessor. The Lessee shall retain all fees collected as payment for its services under this lease. If admission fees are charged, the conservation patron licensee and senior citizen recreation card issued by the Lessor shall be honored without additional admission charges. The trail will meet standards for compliance with grant conditions for any grant the Lessee accepts for trail development and maintenance.
- C. The Lessee shall comply with all State of Wisconsin Historical Society guidelines for development of the premises.
- D. The Lessee shall maintain the trail, including any trail extensions in a neat, safe, sanitary, and usable condition, including the removal of litter and solid waste. The recreational trail shall be operated in a manner to achieve safety, preserve and protect property, public health and welfare.
- E. The Lessee shall post signs and posters along the subject property in order to delineate and locate the described lands for public use and to inform the public of the source of funds used for the development and/or maintenance of the area. The Lessee agrees that any advertising or display material relating to the trail shall clearly identify that the property is owned by the Lessor and under the management and control of the Lessee.

### IV. LIMITATIONS ON USAGE

- A. Any and all improvements to the site shall be reasonably accessible to persons with physical disabilities.

- B. Lessor's and Lessee's vehicles and personnel will be exempt from any and all user fees while said vehicles and trailers are being used on official business or official discharge of duties.
- C. In the exercise of its rights herein, including but not limited to the operation of the leased or eased property as a recreational trail, the Lessee shall not discriminate against any member of the public on the basis of age, race, creed, color, handicap, sex, marital status, arrest or conviction records, ancestry, sexual orientation or membership in the National Guard, state defense force or any other reserve component of the military forces of the United States.

V. GENERAL

- A. Neither this lease nor any right or duty of the Lessee herein shall be assigned, transferred, conveyed, delegated, or contracted without prior written permission of the Lessor.
- B. The Lessor and Lessee acknowledges that they are neither employees nor agents of each other.
- C. This lease shall not be construed as creating a public debt on the part of the Lessor in contravention of Article VIII, Wisconsin Constitution, and all payments or obligations hereunder are subject to the availability of future appropriations.
- D. This lease may be revised by mutual written agreement of the Lessor and the Lessee.

END OF CONDITIONS

IN WITNESS WHEREOF, the parties have signed this lease this 1st day of February 1995.

Kewaunee COUNTY

STATE OF WISCONSIN  
DEPARTMENT OF NATURAL RESOURCES

Edward J. Dorner  
By: Edward J. Dorner  
County Clerk

Carl H. Evert  
By: Carl H. Evert  
Natural Resources Real Estate Director

Harold J. Reckelberg  
By: Harold J. Reckelberg  
Chairman, Kewaunee County Board

STATE OF WISCONSIN )  
                          ) ss  
COUNTY OF DANE )

Personally came before me this 1st day of February 1995, the above-named Carl H. Evert of the Wisconsin Department of Natural Resources, to me known to be the person who executed the foregoing instrument and acknowledged the same in the capacity therein stated and for the purpose therein contained.

Sighe L. Holtz  
Sighe L. Holtz  
Notary Public, State of Wisconsin  
My Commission expires 2-9-97

STATE OF WISCONSIN )  
                          ) ss  
COUNTY OF Kewaunee )

Personally came before me this 13 day of January 1995, the above-named

Edward J. Dorner, to me known to be the Clerk, Kewaunee County and in said capacity, executed the foregoing instrument and acknowledged the same.

Harold J. Reckelberg, to me known to be the Chairman, Kewaunee County Board, Kewaunee County and in said capacity, executed the foregoing instrument and acknowledged the same.

Marilyn G. Mueller  
Marilyn G. Mueller  
Notary Public, State of Wisconsin  
My Commission expires 1-1-97

This instrument was drafted by  
the Department of Natural Resources.



## AMENDMENT TO LEASE

THIS LEASE AMENDMENT is effective this 1st day of November 1996, by and between the Wisconsin Department of Natural Resources, herein after referred to as LESSOR, and the County of Kewaunee, herein after referred to as LESSEE; and

WHEREAS, the Lessor and the Lessee wish to provide adequate opportunity for public use of the Ahnapee Trail; and

WHEREAS, it is the policy of the Lessor to cooperate with local units of government in providing recreation trail opportunities to the citizens of the State; and

WHEREAS, land recently acquired by the Lessor in the County of Kewaunee, known as the Ahnapee Trail, provides an opportunity for recreational trail users; and

WHEREAS, the Department may enter into this lease pursuant to 23.09(2), Stats., and section NR 1.48, Wisconsin Administrative Code.

NOW THEREFORE, for and in consideration of One Dollar (\$1.00) and the covenants herein set forth, the LESSOR AND LESSEE amend a lease dated November 1, 1994, said lease being recorded in Volume            on Page            and recorded on 19 of Kewaunee County records, to include the following described property in the County of Kewaunee for the purpose of developing, operating, maintaining, and repairing a public recreation trail. The property shall become a part of the Kewaunee County Park system and shall be known as the "Ahnapee Trail".

### I. PREMISES

A strip of land or parcels of land being the bed, corridor or other ownerships of the former Ahnapee & Western Railroad Company or the Fox Valley & Western Rail Road Company over and through the following described property:

#### T24N, R23E, Kewaunee County, Wisconsin

Section 24: Part of the SE $\frac{1}{4}$  SE $\frac{1}{4}$   
Section 25: Part of the NE $\frac{1}{4}$  NE $\frac{1}{4}$   
Part of the NW $\frac{1}{4}$  NE $\frac{1}{4}$

#### T24N, R24E, Kewaunee County, Wisconsin

Section 02: Part of the NW $\frac{1}{4}$  NE $\frac{1}{4}$   
Part of the NE $\frac{1}{4}$  NW $\frac{1}{4}$   
Part of the NW $\frac{1}{4}$  NW $\frac{1}{4}$   
Part of the SW $\frac{1}{4}$  NW $\frac{1}{4}$   
Section 03: Part of the SE $\frac{1}{4}$  NE $\frac{1}{4}$   
Part of the NE $\frac{1}{4}$  SE $\frac{1}{4}$   
Part of the NW $\frac{1}{4}$  SE $\frac{1}{4}$   
Part of the NE $\frac{1}{4}$  SW $\frac{1}{4}$   
Part of the SE $\frac{1}{4}$  SW $\frac{1}{4}$   
Part of the SW $\frac{1}{4}$  SW $\frac{1}{4}$   
Section 08: Part of the NE $\frac{1}{4}$  SE $\frac{1}{4}$   
Part of the NW $\frac{1}{4}$  SE $\frac{1}{4}$   
Part of the SE $\frac{1}{4}$  SE $\frac{1}{4}$   
Part of the SW $\frac{1}{4}$  SE $\frac{1}{4}$   
Section 09: Part of the NE $\frac{1}{4}$  NE $\frac{1}{4}$   
Part of the SE $\frac{1}{4}$  NE $\frac{1}{4}$   
Part of the SW $\frac{1}{4}$  NE $\frac{1}{4}$   
Part of the SE $\frac{1}{4}$  NW $\frac{1}{4}$   
Part of the SW $\frac{1}{4}$  NW $\frac{1}{4}$   
Part of the NW $\frac{1}{4}$  SW $\frac{1}{4}$

Reserved For Recording Data

Return:

Section 10: Part of the NW¼ NW¼  
 Section 17: Part of the NW¼ NE¼  
 Part of the NE¼ NW¼  
 Part of the NW¼ NW¼  
 Part of the SW¼ NW¼  
 Section 18: Part of the SE¼ NE¼  
 Part of the SW¼ NE¼  
 Part of the NE¼ SE¼  
 Part of the NW¼ SE¼  
 Part of the SW¼ SE¼  
 Part of the SE¼ SW¼  
 Section 19: Part of the NE¼ NW¼  
 Part of the SE¼ NW¼  
 Part of the SW¼ NW¼  
 Part of the NW¼ SW¼  
 Part of the SW¼ SW¼

T25N, R24E, Kewaunee County, Wisconsin

Section 35: Part of the SE¼ SE¼  
 Part of the SW¼ SE¼  
 Section 36: Part of the NE¼ NE¼  
 Part of the SE¼ NE¼  
 Part of the SW¼ NE¼  
 Part of the NW¼ SE¼  
 Part of the NE¼ SW¼  
 Part of the NW¼ SW¼  
 Part of the SW¼ SW¼

T25N, R25E, Kewaunee County, Wisconsin

Section 21: Part of the SE¼ SE¼  
 Part of the SW¼ SE¼  
 Section 22: Part of the SW¼ SW¼  
 Section 27: Part of the SE¼ NE¼ and Certified Survey Map recorded as document # 340052 and recorded on pages 186 & 187 on October 28, 1994 all in Volume # 2 of Kewaunee County CSM's (City of Algoma)  
 Part of the SW¼ NE¼ (City of Algoma)  
 Part of the NW¼ NE¼ (City of Algoma)  
 Part of the NE¼ NW¼ (City of Algoma)  
 Part of the NW¼ NW¼ (City of Algoma)  
 Section 28: Part of the NE¼ NE¼  
 Part of the NW¼ NE¼  
 Part of the NE¼ NW¼  
 Part of the NW¼ NW¼  
 Section 29: Part of the NE¼ NE¼  
 Part of the SE¼ NE¼  
 Part of the SW¼ NE¼  
 Part of the SE¼ NW¼  
 Part of the NE¼ SW¼  
 Part of the NW¼ SW¼  
 Section 30: Part of the NE¼ SE¼  
 Part of the SE¼ SE¼  
 Part of the SW¼ SE¼  
 Part of the SE¼ SW¼  
 Section 31: Part of the NE¼ NW¼  
 Part of the NW¼ NW¼  
 Part of the SW¼ NW¼

The general location of said lands is shown on Exhibit "A" attached hereto and made a part hereof.

II. All other conditions of said Lease remain the same.

